



Order Filed on January 26, 2017  
by Clerk  
U.S. Bankruptcy Court  
District of New Jersey

688538  
PHELAN HALLINAN DIAMOND & JONES, PC  
400 Fellowship Road, Suite 100  
Mt. Laurel, NJ 08054  
856-813-5500  
Attorneys for Secured Creditor: OCWEN LOAN  
SERVICING, LLC, AS SERVICER FOR DEUTSCHE  
BANK NATIONAL TRUST COMPANY AS  
TRUSTEE FOR RESIDENTIAL ASSET  
SECURITIZATION TRUST SERIES 2005-A15  
MORTGAGE PASS-THROUGH CERTIFICATES  
SERIES 2005-O  
UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

**Caption in Compliance with D.N.J. LBR 9004-1(b)**

In Re:

KENNETH G. MCNEIL

Case No: 15-14218 - MBK

Hearing Date: 1/19/2017

Judge: MICHAEL B KAPLAN

### CONSENT ORDER RESOLVING OBJECTION TO CONFIRMATION

The consent order set forth on the following pages, numbered two (2) through five (5) is hereby **ORDERED**.

**DATED: January 26, 2017**

  
Honorable Michael B. Kaplan  
United States Bankruptcy Judge

**NJID 688538**

PHELAN HALLINAN DIAMOND & JONES, PC  
400 Fellowship Road, Suite 100  
Mt. Laurel, NJ 08054  
856-813-5500

Attorneys for OCWEN LOAN SERVICING, LLC, AS SERVICER FOR  
DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR  
RESIDENTIAL ASSET SECURITIZATION TRUST SERIES 2005-A15  
MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2005-O

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEW JERSEY

IN RE:

KENNETH G. MCNEIL

CASE NO. 15-14218 - MBK

CHAPTER 11

Debtor

CONSENT ORDER RESOLVING  
OBJECTION TO CONFIRMATION

HEARING DATE: 11/19/2017

This Consent Order pertains to the property located at 343 GARFIELD AVENUE,  
TRENTON, NJ 08629, mortgage account ending with "4482";

THIS MATTER having been brought before the Court by, SCOTT ERIC KAPLAN,  
Esquire attorney for debtor, KENNETH G. MCNEIL upon the filing of a Chapter 11 Plan,  
OCWEN LOAN SERVICING, LLC, AS SERVICER FOR DEUTSCHE BANK NATIONAL  
TRUST COMPANY AS TRUSTEE FOR RESIDENTIAL ASSET SECURITIZATION TRUST  
SERIES 2005-A15 MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2005-O by and  
through its attorneys, Phelan Hallinan Diamond & Jones, PC having filed an Objection to the  
Confirmation of said Chapter 11 Plan and the parties having subsequently resolved their  
differences; and the Court noting the consent of the parties to the form, substance and entry of the  
within Order; and for other and good cause shown:

IT IS on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, ORDERED as follows:

1. The Parties have agreed that for purposes of the instant Chapter 11 case the value of  
the property is \$46,500.00.

2. The Parties agree that since the filing of the current bankruptcy case the Secured Creditor has disbursed \$6,144.20 in escrow.
3. The Parties agree that the Escrow Advances of \$6,144.20 shall be paid within 3 months of the effective date of the confirmation of the plan.
4. The Interest Rate shall be 5.75%.
5. Debtor agrees to pay the secured claim amount of \$46,500.00 at 5.75% fixed interest rate amortized over 10 years with payments calculated at a 120 month amortization schedule, with no balloon payments due on the maturity date of the loan plus repayment of the post-petition advances, with all remaining amounts due upon the maturity date February 1, 2027.
6. The new Principal and Interest payments shall be \$510.43 with payments commencing on March 1, 2017.
7. The loan shall remain an escrow account. Monthly taxes and insurance shall be escrowed by the Secured Creditor and included in the monthly mortgage payment.
8. The Parties agree that the new monthly mortgage payment shall be calculated by the Secured Creditor and an Escrow Analysis shall be sent to the debtor after the Chapter 11 Plan is confirmed and the terms of this agreement are boarded.
9. All amounts still outstanding upon the maturity date under this agreement will be due and owing in full on the maturity date.
10. Payments shall be made directly to Secured Creditor OCWEN LOAN SERVICING, LLC, P.O. Box 78056, Orlando, FL, 32878-5056 with reference to the complete loan number, where the last 4 digits are 4482, or as otherwise directed.
11. Due to the cram down and recapitalization, the escrow account will begin at zero and the payments will reflect deposits for taxes and insurance plus any amounts needed to fund the escrow account going forward. The payment required under this agreement does not include an escrow shortage payment. The escrow shortage will be calculated and added to the monthly payment once this agreement is boarded with the Secured Creditor and all permanent loan adjustments are made and post

confirmation mortgage statement is sent out reflecting the new loan terms and monthly payment amount.

12. All other terms of the Mortgage and Note not directly altered by this agreement will remain in full force and effect.
13. Secured Creditor has relief from the automatic stay as to the Subject Property upon confirmation of Debtor's Chapter 11 Plan.
14. In the event of a default on payments to Secured Creditor under the terms of this agreement Secured Creditor may proceed pursuant to the terms of the underlying mortgage and note, and state and federal law, to obtain complete possession of the Subject Property, without further court order or proceeding being necessary. Any and all default provisions that may be included in Debtor's Chapter 11 plan are not applicable to Secured Creditor with regard to the Subject Property, and Secured Creditor is only bound by the terms included in this agreement.
15. Debtor agree that this agreement shall be included in all existing and future proposed Chapter 11 Plans through either exact language or by attaching this stipulation as an exhibit to the plan, and if any terms in Debtor's Chapter 11 Plan conflict with the terms of this agreement the terms of this agreement will control. In the event that Debtors' Chapter 11 Plan does not reflect the language of this agreement, Debtors agree that the agreement terms will be incorporated into the confirmation order through exact language, attachment of the agreement as an exhibit to the confirmation order, or by reference in the confirmation order of the agreement by document number.
16. Secured Creditor agrees to vote for Debtor's Chapter 11 Plan provided it Debtors have complied with all provisions of this agreement.
17. If this instant Chapter 11 bankruptcy petition is dismissed and/or converted to another chapter under title 11, Secured Creditor's lien shall remain a valid secured lien for the full amount due under the original Promissory Note and all payments

received under this agreement will be applied contractually under the original terms  
of the Deed of Trust and original Promissory Note.

The undersigned hereby consent to the form,  
Content and entry of the within Order:

PHELAN HALLINAN DIAMOND & JONES, PC

Attorneys for Secured Creditor:

OCWEN LOAN SERVICING, LLC, AS SERVICER FOR DEUTSCHE BANK NATIONAL  
TRUST COMPANY AS TRUSTEE FOR RESIDENTIAL ASSET SECURITIZATION TRUST  
SERIES 2005-A15 MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2005-O

/s/ Michael Dingerdissen

Michael Dingerdissen, Esq.

Phelan Hallinan Diamond & Jones, PC

400 Fellowship Road, Suite 100

Mt. Laurel, NJ 08054

Tel: 856-813-5500 Ext. 31614

Fax: 856-813-5501

Email: Michael.Dingerdissen@phelanhallinan.com

Dated: 1/23/2017

/s/Scott E Kaplan

SCOTT ERIC KAPLAN, Esquire

Attorney for debtor

Dated: January 23, 2017

In re:  
Kenneth G McNeil  
Debtor

Case No. 15-14218-MBK  
Chapter 11

## CERTIFICATE OF NOTICE

District/off: 0312-3

User: admin  
Form ID: pdf903

Page 1 of 2  
Total Noticed: 1

Date Rcvd: Jan 26, 2017

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jan 28, 2017.

db +Kenneth G McNeil, 52 S. Olden Avenue, Trenton, NJ 08609-1524

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.  
NONE. TOTAL: 0

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Jan 28, 2017

Signature: /s/Joseph Speetjens

## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on January 26, 2017 at the address(es) listed below:

Andrew L. Spivack on behalf of Creditor BANK OF AMERICA, N.A. AS SERVICER FOR DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT RELATING TO IMPAC SECURED ASSETS et.al. nj.bkecf@fedphe.com  
 Brian E Caine on behalf of Creditor Wilmington Savings Fund Society, et al bcaine@parkermccay.com, BKcourtnotices@parkermccay.com  
 Denise E. Carlon on behalf of Creditor U.S. Bank, National Association, not in its individual capacity but solely as Trustee for the RMAC Trust Series 2016-CTT dcarlon@kmlawgroup.com, bkgroup@kmlawgroup.com  
 Denise E. Carlon on behalf of Creditor U.S. Bank National Associatio, Et Al... dcarlon@kmlawgroup.com, bkgroup@kmlawgroup.com  
 Denise E. Carlon on behalf of Creditor BANK OF AMERICA, N.A. AS SERVICER FOR DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT RELATING TO IMPAC SECURED ASSETS et.al. dcarlon@kmlawgroup.com, bkgroup@kmlawgroup.com  
 Jeffrey M. Sponder on behalf of U.S. Trustee United States Trustee jeffrey.m.sponder@usdoj.gov, jeffrey.m.sponder@usdoj.gov  
 Jeffrey M. Sponder on behalf of U.S. Trustee U.S. Trustee. jeffrey.m.sponder@usdoj.gov, jeffrey.m.sponder@usdoj.gov  
 Jennifer R. Gorchow on behalf of Creditor OCWEN LOAN SERVICING, LLC, AS SERVICER FOR DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR RESIDENTIAL ASSET SECURITIZATION TRUST SERIES 2005-A15 MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2005-0 nj.bkecf@fedphe.com  
 Jerome B. Blank on behalf of Creditor BANK OF AMERICA, N.A. AS SERVICER FOR DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT RELATING TO IMPAC SECURED ASSETS et.al. nj.bkecf@fedphe.com  
 Jerome B. Blank on behalf of Creditor OCWEN LOAN SERVICING, LLC, AS SERVICER FOR DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR RESIDENTIAL ASSET SECURITIZATION TRUST SERIES 2006-A4 MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2006-D nj.bkecf@fedphe.com  
 John D. Krohn on behalf of Creditor OCWEN LOAN SERVICING, LLC nj.bkecf@fedphe.com  
 John D. Krohn on behalf of Creditor DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT RELATING TO IMPAC SECURED ASSETS CORP., MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-5 nj.bkecf@fedphe.com  
 John Philip Schneider on behalf of Creditor WELLS FARGO BANK, N.A. D/B/A AMERICAS SERVICING COMPANY nj.bkecf@fedphe.com  
 John Philip Schneider on behalf of Creditor WELLS FARGO BANK, N.A. nj.bkecf@fedphe.com  
 John Philip Schneider on behalf of Creditor OCWEN LOAN SERVICING, LLC nj.bkecf@fedphe.com  
 John Philip Schneider on behalf of Creditor OCWEN LOAN SERVICING, LLC, AS SERVICER FOR DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR RESIDENTIAL ASSET SECURITIZATION TRUST SERIES 2006-A4 MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2006-D nj.bkecf@fedphe.com  
 John Philip Schneider on behalf of Creditor BANK OF AMERICA, N.A. AS SERVICER FOR DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT RELATING TO IMPAC SECURED ASSETS et.al. nj.bkecf@fedphe.com

District/off: 0312-3

User: admin  
Form ID: pdf903

Page 2 of 2  
Total Noticed: 1

Date Rcvd: Jan 26, 2017

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system (continued)

John Philip Schneider on behalf of Creditor JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, servicer for U.S. Bank National Association, as Trustee for J.P. Morgan Mortgage Trust 2007-S2 nj.bkecf@fedphe.com  
Joseph Garibyan on behalf of Creditor U.S. BANK NATIONAL ASSOCIATION joegaribyan@gmail.com  
Joshua I. Goldman on behalf of Creditor Nationstar Mortgage LLC jgoldman@kmlawgroup.com, bkgroup@kmlawgroup.com  
Joshua I. Goldman on behalf of Creditor U.S. Bank National Association, Et Al... jgoldman@kmlawgroup.com, bkgroup@kmlawgroup.com  
Melissa N. Licker on behalf of Creditor Specialized Loan Servicing, LLC, as servicing agent for U.S. Bank National Association, as Trustee, for JPMorgan Mortgage Trust 2007-S2 Mortgage Pass-through Certificates NJ\_ECF\_Notices@buckleymadole.com  
Melissa N. Licker on behalf of Creditor Nationstar Mortgage LLC NJ\_ECF\_Notices@buckleymadole.com  
Michael Frederick Dingerdissen on behalf of Creditor OCWEN LOAN SERVICING, LLC nj.bkecf@fedphe.com  
Patrick O. Lacsina on behalf of Creditor Seterus, Inc. as authorized Subservicer for Federal National Mortgage Association (Fannie Mae), Creditor c/o Seterus, Inc. gshasa@rasnj.com, bmusarra@rasnj.com, bkyecf@rasflaw.com, legerman@rasnj.com  
Patrick O. Lacsina on behalf of Creditor Seterus, Inc. as the authorized subservicer for Federal National Mortgage Association ("Fannie Mae"), creditor c/o Seterus, Inc. gshasa@rasnj.com, bmusarra@rasnj.com, bkyecf@rasflaw.com, legerman@rasnj.com  
Robert P. Saltzman on behalf of Creditor Nationstar Mortgage LLC dnj@pbslaw.org  
Robert P. Saltzman on behalf of Creditor Seterus, Inc. as the authorized subservicer for Federal National Mortgage Association ("Fannie Mae"), creditor c/o Seterus, Inc. dnj@pbslaw.org  
Robert P. Saltzman on behalf of Creditor Wilmington Savings Fund Society, et al dnj@pbslaw.org  
Robert P. Saltzman on behalf of Creditor Rushmore Loan Management Services, servicer for Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Carlsbad Funding Mortgage Trust dnj@pbslaw.org  
Scott E. Kaplan on behalf of Debtor Kenneth G McNeil scott@sekaplanlaw.com, felisha@sekaplanlaw.com, sekparalegal@gmail.com  
Steven Eisenberg on behalf of Creditor Ocwen Loan Servicing, LLC, as servicer for Deutsche Bank National Trust Company, as Trustee for American Home Mortgage Asset Trust 2007-3, Mortgage-Backed Pass-Through Certificates Series 2007-3 bkecf@sterneisenberg.com, jmcnally@sterneisenberg.com; skelly@sterneisenberg.com; bkecf@sterneisenberg.com  
Steven K. Eisenberg on behalf of Creditor DEUTSCHE BANK NATIONAL TRUST COMPANY bkecf@sterneisenberg.com, jmcnally@sterneisenberg.com; skelly@sterneisenberg.com; bkecf@sterneisenberg.com  
U.S. Trustee. USTPRegion03.NE.ECF@usdoj.gov  
United States Trustee USTPRegion03.NE.ECF@usdoj.gov  
Warren S. Jones, Jr. on behalf of Creditor U.S. BANK NATIONAL ASSOCIATION wsjoneseq@verizon.net, bestcasewsj@gmail.com

TOTAL: 36